



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 848-4000 • TELEX 255222

JUL 2 10 10 AM '79
I.C.C.
FEE OPERATION BR.

June 28, 1979

RECORDATION NO. 992777 Filed 1425 Fee \$ 20.00
Date JUL 2 1979

JUL 2 1979-10 15 AM ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 13
dated as of May 4, 1979, ("Lease") to Car Leasing
Agreement 1835-2 between North American Car Corporation
("Lessor") and Diamond Shamrock Corporation ("Lessee")
in supplement of the Bailment Agreement and Assignment
of Leases ("Assignment of Leases") dated as of December
16, 1978, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, 1100 Superior Avenue, Cleveland, Ohio 44114
and assigned to Assignee, P.O. Box 8300, 260
Long Ridge Road, Stamford, Connecticut 06904. The Assignment
of Leases was recorded with the Interstate Commerce Commission
at 11:20 a.m. on December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.

This one
is
9927-VV

[Handwritten signature]

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
June 28, 1979
Page Two

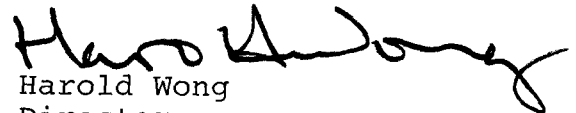
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease. *and a \$10.00 fee for requested Certification below*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index this filing against the name of the Lessee, Diamond Shamrock Corporation.

If you have any questions, please contact me.

Very truly yours,



Harold Wong
Director
Railcar Administrative Services

enclosure

RECORDATION NO. 9927-VV Filed 1425

JUL 2 1979-10 15 AM

INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

I hereby certify that I have compared this certified,
true copy of Rider No. 13 to Car Leasing Agreement 1835-2
between North American Car Corporation and Diamond Shamrock
Corporation dated May 4, 1979, to the original of such Rider
and that this copy is a true and correct copy in all respects.

(SEAL)

Debra A. Kelly

My Commission Expires 2/23/83.

ICC file copy
9927-VV

RIDER NO. 13
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 1835-2

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Sixty (60)	2785 cubic foot capacity covered Naqua-Matic hopper cars, 15 PSI equipped with 100-ton trucks, lined with Talicor 50, for shipment of Bulk Potassium Chloride (KAXX 94015 thru 94074)	\$596.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at the lining shop.

For each mile in excess of $\frac{35,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above is based upon a car cost (excluding any lining) of \$48,000 and further agree that for each \$100 of actual car cost incurred by North American in excess of \$48,000 the rental shall be increased by \$1.40 per car per month.

It is understood and agreed that Lessee shall be responsible for the maintenance of sparger systems, hatch covers and manway gaskets with which said cars are equipped.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked 'ORIGINAL'."

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The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

It is understood and agreed that, if, at the end of the lease term specified above, Lessee does not extend this Rider No. 3, and North American is unable to lease said cars with Sparger Systems, Lessee agrees to be responsible for any and all costs incurred in converting said cars to North American's standard pressure differential cars.

Dated this 4th day of May, 1979.

ATTEST:


Assistant Secretary

ATTEST:

Secretary


NORTH AMERICAN CAR CORPORATION

By


Sr. Vice President

DIAMOND SHAMROCK CHEMICAL CORPORATION

By


Director, Purchasing & Transportation

CAR LEASING AGREEMENT 1835-2
RIDER NO. 13

State of Illinois)
) SS:
County of Cook)

On this 8th day of May, 1979, before me personally appeared H. R. Platt, to me personally known, who, being by me duly sworn, says that he is a Sr Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Doris M. Helibrando
Notary Public
My Commission expires 5-6-82

State of Ohio)
) SS:
County of Cuyahoga)

On this 25th day of May, 1979, before me personally appeared G. S. Peterson, to me personally known, who, being by me duly sworn, says that he is a Director of Purchasing Transportation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

DeLores A. Watson
Notary Public
My Commission expires Notary Public, State of Ohio - Cuya. Cty.
My Commission Expires Sept. 26, 1979